

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

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Kuuleilani Higa,

Plaintiff,

v.

MiraMed Revenue Group, LLC; and DOES 1-  
10, inclusive,

Defendants.

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: Civil Action No.: \_\_\_\_\_  
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**COMPLAINT**

For this Complaint, Plaintiff, Kuuleilani Higa, by undersigned counsel, states as follows:

**JURISDICTION**

1. This action arises out of Defendants' repeated violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.* (the "FDCPA").

2. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b), in that Defendants transact business in this District and a substantial portion of the acts giving rise to this action occurred in this District.

**PARTIES**

3. Plaintiff, Kuuleilani Higa ("Plaintiff"), is an adult individual residing in Tampa, Florida, and is a "consumer" as the term is defined by 15 U.S.C. § 1692a(3).

4. Defendant, MiraMed Revenue Group, LLC ("MiraMed"), is an Illinois business entity with an address of 360 East 22nd Street, Lombard, Illinois 60148, operating as a collection agency, and is a "debt collector" as the term is defined by 15 U.S.C. § 1692a(6).

5. Does 1-10 (the "Collectors") are individual collectors employed by MiraMed and whose identities are currently unknown to Plaintiff. One or more of the Collectors may be joined as parties once their identities are disclosed through discovery.

6. MiraMed at all times acted by and through one or more of the Collectors.

**ALLEGATIONS APPLICABLE TO ALL COUNTS**

**A. The Debt**

7. Plaintiff allegedly incurred a financial obligation (the “Debt”) to an original creditor (the “Creditor”).

8. The Debt arose from services provided by the Creditor which were primarily for family, personal or household purposes, which meets the definition of a “debt” under 15 U.S.C. § 1692a(5).

9. The Debt was purchased, assigned or transferred to MiraMed for collection, or MiraMed was employed by the Creditor to collect the Debt.

10. Defendants attempted to collect the Debt and, as such, engaged in “communications” as defined in 15 U.S.C. § 1692a(2).

**B. MiraMed Engages in Harassment and Abusive Tactics**

11. Within the last year, MiraMed began contacting Plaintiff in an attempt to collect the Debt.

12. In August 2017, Plaintiff requested that MiraMed cease calling her by submitting a written request through MiraMed’s website.

13. Plaintiff received confirmation that MiraMed received the cease request.

14. In complete disregard of Plaintiff’s written cease request, MiraMed continued to call Plaintiff in an attempt to collect the Debt.

**C. Plaintiff Suffered Actual Damages**

15. Plaintiff has suffered and continues to suffer actual damages as a result of Defendants’ unlawful conduct.

16. As a direct consequence of Defendants’ acts, practices and conduct, Plaintiff

suffered and continues to suffer from humiliation, anger, anxiety, emotional distress, fear, frustration and embarrassment.

**COUNT I**  
**VIOLATIONS OF THE FDCPA - 15 U.S.C. § 1692, et seq.**

17. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

18. Defendants' conduct violated 15 U.S.C. § 1692c(c) in that Defendants contacted Plaintiff after having received written notification from Plaintiff to cease communication.

19. Defendants' conduct violated 15 U.S.C. § 1692d in that Defendants engaged in behavior the natural consequence of which was to harass, oppress, or abuse Plaintiff in connection with collection of the Debt.

20. Defendants' conduct violated 15 U.S.C. § 1692d(5) in that Defendants caused a phone to ring repeatedly and engaged Plaintiff in telephone conversations with the intent to annoy and harass Plaintiff.

21. Defendants' conduct violated 15 U.S.C. § 1692f in that Defendants used unfair and unconscionable means to collect the Debt.

22. The foregoing acts and omissions of Defendants constitute numerous and multiple violations of the FDCPA.

23. Plaintiff is entitled to damages as a result of Defendants' violations.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff respectfully prays that judgment be awarded in Plaintiff's favor and against Defendants as follows:

1. Against the named Defendants, jointly and severally, awarding Plaintiff actual damages;

2. Against each of the named Defendants, awarding Plaintiff statutory damages;
3. Against the named Defendants, jointly and severally, awarding Plaintiff recovery of the costs of litigation and reasonable attorney's fees ;
4. Against the named Defendants, jointly and severally, awarding Plaintiff punitive damages in such amount as is found appropriate; and
5. Granting Plaintiff such other and further relief as may be just and proper.

**TRIAL BY JURY DEMANDED ON ALL COUNTS**

Dated: February 23, 2018

Respectfully submitted,

By /s/ Sergei Lemberg

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